

1885-030 Chancery Causes: Henry Lawson vs. Charles M. Hill &c  
Lee Co.

Robinet, Lane

CA-Debt  
T-Property

-Deed



To The Honorable John A. Kelly Judge  
of The Circuit Court of Lee County:

Humbly Complaining, Sheweth unto  
your Honor, your Orator Henry Lawson,  
That on the 1<sup>st</sup> day of April 1878 he  
obtained in the said Court a Judgment  
on a forfeited forthcoming bond, ag-  
-ainst Charles M. Heill and Samuel  
Robinson of the said County, for the  
sum of \$708.06 The penalty of said bond,  
but to be discharged by the payment  
of \$354.03 cents with legal interest  
Thereon from the 30<sup>th</sup> day of January  
1878 until paid and the costs of the  
motion on said bond \$2.77 cents, a  
copy of which Judgment is herewith  
filed as part hereof, marked "A"

Now your Orator would further  
state That the said Charles M. Heill pur-  
-chased from your Orator a certain  
Tract of land, situated in said County  
for which this Judgment is the balance  
due for the purchase price thereof.  
Your Orator would further show,  
unto your Honor, That he together  
with his wife Jane, on the 19<sup>th</sup> day  
of November 1877 made a General  
Warranty deed to the said Charles M.



Hill retaining a vendor lien Thereon till  
the purchase price thereof should be  
fully paid, which said retention can  
be seen by a mere inspection of the  
deed, which is herewith filed marked  
"B" and prayed as part hereof.

Your orator would further shew  
unto your Honor, That the said  
Charles M. Hill is now seized and  
possessed of the said tract of land  
lying and being in the said County  
containing by estimation two hundred  
and fifty acres. In the same more  
or less.

Your orator would further shew  
unto your Honor, That the said Samuel  
R. Robinett is seized and possessed  
of a certain tract or parcel of  
land lying and being in the County  
of Lee and on the west fork of  
Black Water Creek containing by  
estimation one hundred acres,  
a full description of which said  
land is given in the said Robinett  
deed, herewith filed marked "C"  
and is prayed to be considered  
as part hereof.

Now your orator is advised



That his said Judgment, no part  
of which has been paid is a lien  
under the Statute law of Virginia  
on the said real estate of the said  
Charles M. Hill in addition to his  
Vendor lien, and is also a lien  
on the real estate of the said Samuel  
R. Robinett, and as to the real estate  
of the said Charles M. Hill no question  
of rents and profits can arise, The  
sum here sought to be recovered  
being for the purchase price of the  
said land. But if the lands of the  
said Charles M. Hill should prove  
inadequate to satisfy and discharge  
your orators Judgment, That then  
the real estate of the said Robinett  
be sold to pay the residue of your  
orators debt or so much thereof as  
may be necessary as the rents and  
profits would not be sufficient to  
pay the balance due within five  
years. The prayer of your orator  
Therefore is, That the said lands of the  
said Charles M. Hill and Samuel R.  
Robinett be sold to satisfy your  
Orators said debt.

In tender consideration whereof, and



Forasmuch as your orator is remediless in the premises, save by <sup>the</sup> aid of a Court of Equity, where matters of this kind are alone and properly cognizable. Your orator prays that the said Charles M. Hill and Samuel R. Robinson be made parties defendants to this bill, and required on their Corporal Oaths to answer the same, according to their best knowledge, information and belief, that the said real estate or so much thereof as may be necessary be sold to satisfy your orator's Judgment, and that your Honor will grant unto your orator such other, further and general relief as may be consistent with equity and this case merits. May the Commonwealth assist of sub-paena <sup>per</sup> directed &c.

Lane & Richmond  
Counsellors for pett.



C. 5.77  
 A. 15.00 Retained  
 8. 1.00 J. C. Ely  
 \$21.77  
 Estimated 13.00  
 \$33.77

Orclh 2.39 July 1/81  
 Hyatt C 4.36 Mr. 3/1885

L & R

San Francisco Admin

Henry Lawson &

vs. O.B.  
 } Chancery

Chas M. Hill Esq.

1879 Feb. Bill Filed & set  
 Correct & Decree nisi.  
 Mr. D. Nisi Coups set for  
 hearing by Plff.

1880 Aug Decree & Contd  
 531 Nov Decree & continue  
 " Aug. Continued.

1882 Mr. Aug & Nov. Contd

1883 Apr. Aug. & Nov. "

1884 Contd this year

1885 Mr. Decree final

Box 2500



Wm. H. Francis Co. admors of Henry Lawson decd.  
vs.  $\frac{3}{4}$  In Chancery,  
C. W. Hill & Samuel Robinett.

Petition of W. B. D Lane Commr,  
in the above named Cause, would respectfully  
state, that the bond for the first installment  
of the purchase money for the land sold in  
said Cause, by your Commissioner, became  
due and payable on the 25<sup>th</sup> day of March  
1881, and that the same, nor any part thereof  
has not been paid, but is over due, and  
still unpaid; It having become inconvenient  
for your Commissioner, to act longer, as such  
in said Cause, he prays that your Honor will  
displace him, and substitute James B.  
Richmond, who has consented to act in the  
future, and that upon his executing bond  
as the Court may require, that your Commissioner  
may be ordered to deliver to him the three  
several bonds, for \$135.10 each executed by  
the purchaser of said land, (John A. Chandler,  
Henry J. Ferguson, and Charles W. Hill, and also  
the estimated costs, now in your Commissions  
hands, and take his receipt for the same;  
and as in duty bound your Commissioner,  
will ever pray &c.

W. B. D Lane Commr,

Subscribed before me by W. B. D Lane April 1<sup>st</sup> 1881.  
James W. Orr, Clerk.



M. B. D. Lane Commr. Hq.

In & Petition

Mr. J. Francis admtro Hq.

Charles M. Hill & others

---

Filed Apr 1st 1881.

Jas W Orr. Clk.



San Francisco admr &c )

&

Charles M. Hill et al

Deem

Final

This cause came on this day to be again heard upon the papers formerly read in the cause and the report of special Commissioner J. B. Richmond and was argued by Counsel, and it appearing to the Court that the said Report has been filed the time required by law, and there being no exceptions thereto the same is confirmed. On consideration whereof, it is adjudged ordered and decreed that the deed heretofore filed in this cause of Lawson & wife to Charles M. Hill as executor be now delivered by the Clerk to the said Hill as a deed absolute to the premises therein described. And nothing further appearing necessary to be done, the cause is retired from the docket.



Wm F. Francisco adms

2 7 Dec  
2 2 Jan

Chas M. Bill et al

March Term 1883-

Entered on 432.

J. R. Gibson et al

Enter this.

J. A. K.

Mar 27<sup>th</sup> 1885-



Mr. J. Francisco, agent of Henry Lawson do &  
M. B. En. Plancery,  
Charles W. Hill & others

This cause came on to be heard again  
on the ~~20th~~ day of April 1881, upon the papers formerly  
read, and the Petition of M. B. D. Lane Commissioner  
in said Cause and was argued by Counsel ~~and~~  
~~the appearing from said Petition~~, that the first  
instalment, of the purchase money for the land  
sold in this Cause, is over due, and unpaid,  
and that the said Commissioner is desirous to be  
relieved from further action as Commissioner,  
and that James B. Richmond has consented to act  
as Commissioner in said Cause, for the future,  
and that he has executed sufficient bond, with  
good security; it is therefore ~~adjudged~~ ordered  
and decreed, that Commissioner Lane, he, and  
he is hereby removed from said office, and James  
B. Richmond, is hereby appointed Commissioner  
in said Cause, and the bond that he has executed  
as such, is accepted and approved; and the said  
Lane is directed to deliver, to the said Richmond  
the three several bonds, executed to him, as  
Commissioner, for the purchase money of the land



- heretofore sold, in this cause, each being for  
 the sum of one hundred & thirty three Dollars and  
 ten cents; and also to pay over to him the sum  
 of Twelve Dollars, the estimated costs now  
 in the hands of the said Lane, and take the  
 receipt of the said Richmond for said bonds  
 and money; and the said Richmond may  
 after service of a copy of this decree upon the  
 obligor, <sup>may bring his action at law, or</sup> in said bonds, <sup>or</sup> adopt any <sup>other</sup> remedy the  
 law affords, for the collection of any part of  
 said bonds due and unpaid; and this cause  
 is continued until the next term.

Approved for service at the  
 Court of the said Lane

At 3 Decree

Entered in the office of the  
 Clerk of the Court

March Term 1881.

Entered Page 165-

John C. Smith

Enter

J. C. Smith

Oct 21/81



Wm. F. Francisco ad<sup>vs</sup>

vs.

Decree.

Chas M. Hill et al.

This cause came on again on this the 26<sup>th</sup> day of August 1880, to be again heard upon the papers formerly read in the cause and the report of Commissioner Lane No 2 dated March 27<sup>th</sup> 1880 and was argued by Counsel. And it appearing to the Court, that the said report of the said Commissioner has been filed the time required by law, and there being no exceptions thereto. It is adjudged ordered and decreed that the said report be, and hereby is, in all things confirmed, and that the said Court pay the costs reported by him to the parties entitled thereto, and retain and collect the money evidenced by the bonds executed to himself as Commissioner. It is further ordered and decreed that the said Commissioner be authorized to bring his action at law, to enforce the pay-



ment of the said bonds at maturity  
if he thinks advisable so to do, and  
report his action to a future term  
of this Court, and the cause is  
continued

Wm. F. Francisco admr &c.

vs. { Secura

Charles M. Hill et al.

August term 1880

Entered Aug 12 3

H. R. Stebbins, Clk.

Enter this

Aug 12 1880

Aug 26 1880



Henry Lawson Pth  
vs. J. Duchy,  
Chas. M. Hill et al. Jfts

This Cause came on this day  
to be again heard upon the papers for-  
merly read in the Cause & the Report of  
M. B. & Lane Comrs. filed on the 4<sup>th</sup> day  
of July 1879 & was argued by counsel  
& it being suggested that the Pth. in  
this suit has died since the last term of  
this court & that his estate has been com-  
mitted to J. M. J. Stinson for administration  
by his Counsel said Cause is revived since  
hereafter he proceeded in his name, &  
it appearing that the purchaser at the  
sale made by M. B. & Lane Comrs. on the  
first day of the July term of the County  
Court for the year 1879, failed to comply  
with the terms of his purchase M. B. & Lane  
who was appointed a Comr. for the purpose  
by a former decree rendered in this Cause  
will proceed to sell said land as directed  
in said former decree the vice re-  
port his action to a future term of  
this Court & the Cause is continued,



Henry Lawson

115 D Street

Chas. M. Hill et al

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Enter this name  
for A K  
Dec. 3, 79



24

# Survey - Questions







as  
Gardner H. [unclear]  
[unclear] [unclear] [unclear]  
[unclear] [unclear] [unclear]  
[unclear] [unclear] [unclear]

Frank [unclear]  
1877

Page 44.  
[unclear] [unclear] [unclear]

Entire  
[unclear]  
[unclear] 5-



Henry Harrison  
at  
Court Hill & others } the Chancery.

The undersigned Commissioner  
in said cause, would respectfully report, that having  
advertised, as directed by a decree entered in said cause  
at the March term 1877, I proceeded to sell at the front  
door of the Court House of said County, on the first day  
of the July term of the County Court of said County, for <sup>the year 1877</sup>  
on the terms prescribed in said decree, to wick off  
the land of the said Court Hill, as would satisfy  
the principal, and interests of the Pliffs debt, and the costs  
of suits, and expense of sale, making in the aggregate  
the sum of Four hundred & thirty eight Dollars, and  
twenty two cents, which included ~~in~~ the costs at law, the  
costs of this suit, and expense of sale, which three  
items aggregated the sum of Fifty three Dollars, and  
ninety five cents, which was required to be paid  
down, the mode of sale was to ascertain who would  
pay the said sum of Four hundred & thirty eight Dollars  
& twenty two cents for the least number of acres off  
of the west side of the said tract, as conveyed to said  
Hill, by Henry Harrison & wife, as shown by exhibit A,  
with Petter Bill, and John A. Chandler offering to pay  
said sum of \$438.22 in the manner & mode prescribed  
by said decree, & to pay as part thereof, Fifty three Dollars  
& 95 cents, in ready money, as the amount of the costs  
at law & chancery, and expense of sale, for one hundred  
acres off of the west side of said tract, and no one  
offering to pay the said sum of \$438.22 for a less  
number of acres, his bid was accepted, and it was



knocked down to said Chandler, at the price  
of Four hundred & thirty eight Dollars & twenty two  
Cents, for One hundred acres, off of the west side  
of said tract. Your Commissioner urged said  
purchaser to comply with <sup>the</sup> terms of sale by paying  
in money, the said sum of Fifty three Dollars & ninety  
five cents, and to execute his several bonds, pursuant  
to the terms of said decree, for the balance of the  
purchase money, but the said Jas. A. Chandler  
purchaser as aforesaid, wholly failed to comply  
with the terms of sale, without making any objection  
to the same, but offering as his only reason that  
he had been disappointed in getting some money  
& hence was unable to make the payment <sup>to be made</sup> required,  
in ready money, and at this writing he has not  
paid the same, or any part thereof, nor executed  
his several bonds, as the terms of sale required,  
and Your Commissioner regarding said sale as a  
proper one to be confirmed, he prays that the  
same may be confirmed, and a rule awarded  
on behalf of the Plffs, against the said purchaser  
Jas A. Chandler, returnable to some day of the next term  
of the Circuit Court of this County to show Cause, if  
any he can, why he should not be compelled by the  
proper process & proceedings of said Court, to complete  
his purchase, and fully comply with his contract,  
and otherwise deal with according to law.

all of which is respectfully submitted.  
July 9<sup>th</sup> 1879.

Wm B. D. Cook

Commissioner



Henry Larson.  
No. 3 Command Reports  
et al

C. M. Hill & others

Filed July 4th 1877.

James H. Dm. clerk



App. of Francisco, administrator of Henry Lawson.

vs.  
Charles M. Hill & others - } In Chancery.

The undersigned Commissioner in this cause would respectfully inform, that he has returned the land mentioned in this cause, pursuant to directions prescribed by the decree referred to in the decree rendered in this cause at the November term of the Court 1879, to be sold at the Court House door of this County, on the first day of the March term 1880, on the terms prescribed by the decree of the March term 1879, and on that day Charles M. Hill & John S. Chandler appeared, and John S. Chandler agreed to take One hundred acres off the tract of land conveyed by Henry Lawson & wife to the said Charles M. Hill, on the west side tract, for the sum of \$454.08 (Four hundred & fifty four dollars & eight cents) that being the principal, interest, costs & expense of sale as of the 23<sup>rd</sup> day of March 1880, and thereupon he paid down the sum of \$50.77 (fifty four dollars & seventy seven cents) the costs and expense of sale, and for the residue of the purchase money he executed his three several bonds for \$133.10 each, payable in one, two & three years, with interest from <sup>the first day</sup> date, with Charles M. Hill, and Henry J. Ferguson as his co-obligors, which bonds are now in the possession of James Commissioner to whom they were executed, subject to the future order of the Court.

James Commissioner. There is no reason why said sale should not be continued, all of which is respectfully submitted.

Carroll 27<sup>th</sup> 1880

J. B. Lane Commissioner



Wm. H. Prince admiral  
by Commr. Report

182

to be kept all day & night

Filed for vote 1880.

for H. Orr. Clerk.



Mr J. Francisco administrator  
r.

Charles M. Hill et al

Court's  
Report.

The undersigned special commis-  
-missioner appointed and authorized  
to collect the money due in this cause  
would respectfully report unto your  
Honor, that he has collected and dis-  
-bursed all the money due the plaintiff,  
and paid the same to him, for which  
he has receipts on file in his office,  
after retaining commissions and fees  
for collecting, and paying the costs of  
this suit to the officers of the Court entitled  
thereto, all which is respectfully submitted.

Richmond  
Spec Commr.



San Francisco adms

4 Corn

h. 2 Report.

Chas. M. Willard

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Virginia

At a Circuit Court Continued and  
held for Lee County at the Court House  
thereof on Monday the 1st day of April 1878.

Henry L. Lorton  
vs

Def. Motion on a bond  
forfeited

Charles M. Hill & Samuel Robinson

This day came the plaintiff by his attorney and  
it appearing to the Court that the defendants  
have had legal notice of this motion they  
were solemnly called but came not, it is  
therefore considered by the Court that the  
plaintiff recover against the defendants  
\$758.06 the penalty of said bond but which  
is to be discharged by the payment of  
\$257.03 with legal interest thereon from the  
30th day of January, 1878 until paid and the  
costs.

A Copy

Attest R. H. Orr Jr. C. C.

6.77  
\$1.00  
\$2.11



Henry Lawson  
vs <sup>4</sup> ~~the~~ City of Wash-  
ington, D.C. et al

---

4  
A<sup>o</sup>



This deed made and entered into this the  
10th day of November 1877 by and between Henry  
Lawson and Jane his wife of the County of  
Scott and State of Virginia of the first part,  
and Charles M. Hill of the County of Lee and  
State aforesaid of the second part, Witnesses  
that the said Henry Lawson in the year 1856  
sold a certain tract of land lying in the said  
County of Lee to one J. C. Rutherford, and ex-  
ecuted his title bond for a conveyance of  
the same when all the purchase price there-  
of should be fully paid, which said title bond  
was by the said Rutherford afterwards assigned  
to the said Charles M. Hill, who executed his notes  
or bonds to the said Lawson for the purchase  
price of the said land, payable in different in-  
stallments, all of which have been paid except  
the last note on which suit was brought and  
judgment obtained in the Circuit Court of Lee  
County Va, and remains unpaid to this date  
for which said judgment interest & costs a lien  
does lie is hereby expressly retained till the said  
judgment is fully discharged. Now therefore in  
consideration of the premises the said Henry  
Lawson and Jane his wife do hereby grant  
bargain and sell and by these presents  
have granted, bargained, sold, run, con-  
veyed unto the said Charles M. Hill a



certain trace or parcel of land, beginning  
being in the County of Lee and town of  
containing two hundred and fifty acres be  
the same more or less and bounded as follows.  
Beginning at the mouth of a Spring branch  
thence up the same to the head, thence with  
a conditional line of Lawson and  
to the left line thence with said left line to  
Osborn's line, and with said Osborn's line  
464 2/3 poles to a Locust and a Locustwood, on the top of a  
small ridge 454 1/4 poles to the left thence  
145 & 20 poles to a Spanish oak and cedar then  
154 & 300 poles to a Chestnut oak 178 & 112  
poles to a Hickory on the top of a ridge and  
left line thence with a conditional line of  
Lawson and Livingston to the top of a ridge  
to the old Corn right line thence down the  
creek to the beginning. To have and to hold  
with all and singular the appurtenances  
thereunto belonging. The land hereby conveyed  
is with general warranty.

Witness the following signatures and seals this  
day and year above written.

Henry Lawson (Seal)  
James Lawson (Seal)

A Copy

Test R. H. Orr Jr. Secy  
for James H. Orr Clerk



Charles M. Harris  
from <sup>copy of</sup> ~~the~~ ~~the~~  
Henry Lawson wife

"B."



28  
This Indenture made this Twentieth —  
the twentieth in the year of our Lord one thousand  
eight hundred and sixty six and in  
between Isaac R. Robins & Martha Lewis, of  
the County of Lee and State of Virginia of the  
one part, and Samuel R. Robins of the  
County of Lee and State of Virginia of the other part  
Witnesseth. That the said Isaac R. Robins —  
Martha Lewis for and in consideration of  
the Sum of three hundred Dollars to them in  
hand paid, the receipt whereof is hereby re-  
cognized, do grant bargain and sell  
unto the said Samuel R. Robins a certain  
tract of land lying and being in the County  
of Lee and State aforesaid in the West fork  
of Black Water, containing one hundred acres  
more or less, a portion of the tract where Rich-  
ard Noble now lives. Beginning on a poplar  
and white oak on a west line of an entry  
made by Thomas Osburn, and a part of the same,  
and bearing date twenty first of April, one thousand  
eight hundred and sixty six, thence South twenty  
one pole more or less, continue on the same line  
to a Concumber in Col. Mores field, thence South  
eastwardly running west of a Cross fence to a  
Sycamore near a Cross fence thence North east-  
wardly with a Conditious fence between the  
and said Robins to a corner of the



S. Robinson's heirs on two small Sections thence  
Northwestwardly with their line to a dogwood  
and two Sawwoods in the head of a hollow  
thence Southwardly with the Cross fence  
to an Elm. Next run and Sawwood on the  
same line being a conditional line made by John  
Roberts and Eliza Rogers thence Northwardly with  
the conditional line made by said Roberts and  
Rogers to a poplar a marked tree thence with the  
same line to a stake being the North corner of said  
conditional line thence westward to a stake be-  
ing the North west corner of said conditional  
line thence Southwardly with said line to a white  
oak on the bank of said Creek thence crossing the  
Creek a State line to the beginning with all of  
its appurtenances, to have and to hold the  
said tract or parcels of land with all its ap-  
purtenances unto the said Samuel R. Robinson  
and his heirs to the sole use and benefit unto  
the said Robinson and his heirs, and the  
said Robinson and his wife for themselves.  
Their heirs do Covenant with the said Robinson  
that the said Isaac Robinson and his wife to said  
tract or parcels of land with all its appurtenances  
unto the said Samuel R. Robinson and his heirs a-  
gainst the claims of all persons whomsoever shall  
warrant and will forever defend unto the  
said Samuel R. Robinson. In witness whereof



The said Isaac Robbitt and Dorothy his wife  
have hereto subscribed their names and joined  
their seals. The day and year first above  
written. Signed sealed and delivered in the  
presence of us.

Isaac R. Robbitt.

A copy

Attest. R. H. Orr Jr. R.C.  
for James W. Orr Clerk.



Samuel R. Robinson  
from 3<sup>rd</sup> Co. 10<sup>th</sup> Regt.  
Mass. H. Robinson

Co.



Know all men by these presents that  
our JB Richmond & M Richmond are held &  
firmly bound unto the commonwealth  
of Virginia on the just and full sum of  
eight hundred dollars for the payment  
thereof well and truly to be made to the said  
commonwealth for and in ourselves, our  
heirs executors and our administrators  
jointly and severally, firmly by these pre-  
sents. And we hereby waive the benefit of our  
homestead exemption, as to this bond.

Witness our hands and seals April 1<sup>st</sup> 1881.

The condition of the above obligation is such  
that whereas, in a chancery cause now pending  
in the Circuit Court of Lee County, Virginia  
in which Thos. F. Francisco Administrator of Henry  
Lawson dead is Plaintiff, and Chas. M. Hill et  
al defendants the above bound JB Richmond

— some appointed commission-  
ers, and sold certain lands in said cause  
belonging to said Hill, and have been  
directed to collect the purchase money for  
said land. Now if the said JB Richmond  
shall well and truly pay over and dis-  
burse said purchase money as directed by  
the court, then this obligation to be void, oth-  
erwise to remain in full force and virtue.

JB Richmond  
M Richmond



Wm H. France, Son of  
Henry & Anne, died -  
vs 'y Bond of Council  
Chas W. Hill et al

Apr 81



H. P. Long

7-

A. J. Gilliam et al

Ref. Brief

The Plaintiff should recover in  
this case against both Gilliam and  
Gray.

Because, The bond which is the subject of litigation here, after having been executed by Geary to Ely was assigned for value to Long, <sup>whom</sup> the property in the bond was vested, of which assignment and ownership the said Gilliam and Geary had notice. Long then mortgaged or pledged this bond on the 29<sup>th</sup> day of September 1884 to Gilliam and secured a loan of Fifteen dollars, payable in 60 days from said 29<sup>th</sup> day of September 1884. This time however, need not be strictly adhered to, but a reasonable time within which to pay the money is, ~~always~~ the pledgee, the pledgee having no ownership, but only a special property in the thing pledged, but even if the law required the money to be paid strictly within the time, in <sup>this</sup> case the evidence clearly shows, that the Money order was purchased by Long, and by due course of



mail reached Gilliam. The letter of advice reached the P. M. at Rogersville the place of payment on the 26 day of November 1884 after having been mailed at Terre Haute Indiana on the 24<sup>th</sup> of same month. and Worley P.O. where Gilliam resided and who was then P. M. at that place, was only 12 miles distant from Rogersville, on the line of a daily mail. Then if the Money order was sent contemporaneous with the letter of advice, it reached Gilliam on the 27<sup>th</sup> day of November 1884, two days before the time expired. See Caldwell's deposition.

That the money order was purchased by Long and mailed direct to Gilliam at Worley his Post office address on the 24<sup>th</sup> of November 1884, there can be no doubt, see Long's deposition.

That Gilliam rec'd the money order in due season there can be no doubt, see his letters marked exhibit A. & B. In these letters he acknowledges receipt of the money order, but does not fix the time, and if the letter of advice and the money order were sent by mail at the same time, and the letter of advice reached the P. M. at Rogersville on ~~the~~



26<sup>th</sup> - 2 days after its mailing, is not fair to presume that the money order travelled as rapidly as the advice letter and both reached Rogersville together on the 26<sup>th</sup> of November 1884 and on the next day by noon at latest the money order reached Gilliam, and the mail being daily and the distance only 12 miles and the 27<sup>th</sup> being Saturday. but if it did not reach him on the 27<sup>th</sup> there were two days yet left for its arrival - it did arrive and was paid to Gilliam on his order. In depositions of Caldwell - that he paid the money order promptly, there can be no doubt, and his effort to defraud Long out of his money is so glaring, that the Court will experience no difficulty in its detection - his reasons are false, and his attempted excuses flagrantly untrue. in connection with his letter to show his malafides, read the Postal Regulations Page 653.

To charge Yeary written notice was served on him not to pay the <sup>note</sup> money to ~~any one except himself~~ ~~Gilliam, as the note was his~~ i.e. Long. This notice Yeary acknowledges to have received in Feb'y 1886. yet after notice of ownership by Long. Yeary in ~~after~~



1886. pay the money to William as he  
answers in his answer, or rather pur-  
chases his own note for \$80.00. a  
glaring and mark of participation  
in the attempted fraud of William.  
This George could not do, and then  
shield himself from the payment  
of the money evidenced by the note  
to Long. Simply and only because  
he thought he had the right to pay  
his note, to whomsoever he pleased,  
or in whose possession he might  
happen to find it. True possession  
is prima facie evidence of ownership,  
but here, he had full notice, that  
William had no property whatever  
in the note, and his payment  
in this manner does not discharge  
his obligation to pay to Long.

R & O -  
for ~~recd~~

240

Long }  
r } Brief  
George }



# The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon *Charles M. Hill and*  
*Samuel R. Robinett*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

*Feb'y.* next, being rule day, to answer a bill in Chancery, exhibited in our said Court against  
*them* by *Henry Lawson*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *24<sup>th</sup>*  
day of *Jan'y* 187*9*; in the *103<sup>rd</sup>* year of the Commonwealth.

*J. W. Orr Jr. D.* **CLERK.**



LOR

Henry Lawson  
vs. Spain Chy.  
Charles M. Hillbald

Feb. Rules 1877.

Executed by delivering  
a copy of the within  
to each of the wets.  
this Jan. 31<sup>st</sup> 1877.

S. J. Ely D.S.  
for S. S. Ely S.L.C.